

<b>Notice To Vendors</b>  <b>This Is Not An Order.</b> <b>It Is Merely</b> <b>A Request For Prices</b>	<b>THE UNIVERSITY OF LOUISIANA AT MONROE</b> <b>Monroe, Louisiana</b> <b>REQUEST FOR QUOTATION</b>  <u>Auxilliary Maintenance</u> <b>Department</b>	<b>27-Oct-14</b>	Date and Time by Which Quotation Must be Returned 02:00 PM, Central Time November 20, 2014
	<b>TO THE VENDOR:</b> To be returned on or before date specified above to:  THE UNIVERSITY OF LOUISIANA AT MONROE PURCHASING DEPARTMENT, COENEN HALL 140 700 UNIVERSITY AVE (Physical Address: 4014 LaSalle) MONROE, LOUISIANA 71209-2250  NOTE: THE UNIVERSITY RESERVE THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS, AND WAIVE INFORMALITIES  THIS BID IS DUE IN PURCHASING OFFICE AS STATED ABOVE <b><u>LATE BIDS NOT ACCEPTED</u></b>		
<b>Name and Address of Vendor (Firm or Individual), PLEASE COMPLETE BEFORE RETURNING</b> <div style="border: 1px solid black; height: 100px; width: 100%;"></div>			
PURCHASE REQUISITION NO R0008018 BID 50006-077 P. O. No.			

**INSTRUCTIONS TO BIDDERS:**

- READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS. THIS PAGE TO BE COMPLETED AND RETURNED, BUT IS NOT A REQUIREMENT.**
- ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALED BY THE BIDDER.
- THIS BID IS TO BE MANUALLY SIGNED IN BLUE INK.
- BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR
- BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO RS 38; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LIST
- SEALED BIDS MUST BE RECEIVED AT THE DATE AND TIME AS SPECIFIED ABOVE AND DELIVERED TO THE PURCHASING DEPARTMENT, COENEN HALL, ROOM 140, 700 UNIVERSITY AVE, MONROE LA 71209.
- TO ASSURE CONSIDERATION OF YOUR BID, ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE CLEARLY MARKED WITH THE BID OPENING DATE AND THE BID NUMBER.**
- THE UNIVERSITY RESERVES THE RIGHT TO AWARD ANY OR ALL ITEMS LISTED.
- NOTE: A COMPLETE RECORD OF ALL BIDS IS KEPT ON FILE IN THE PURCHASING DEPARTMENT SUBJECT TO THE INSPECTIONS OF ANY CITIZEN. EVERY COURTESY WILL BE AFFORDED ANY CITIZEN WHO IS INTERESTED IN INVESTIGATING FOR ANY PURPOSE THE RECORD OF STATE PURCHASES. **COPIES OF EVALUATION CAN BE FAXED TO YOU ONLY AFTER RECEIPT OF WRITTEN REQUEST. PLEASE DO NOT CALL**
- IMPORTANT: BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS AND SPECIFICATIONS, AND FURTHER CERTIFIES THAT THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR. ALL BID INFORMATION SHALL BE MADE WITH INK OR TYPEWRITTEN.
- ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.

**For questions regarding this bid, please contact Susie Clay at 318/342-5209.**

<b>TO THE VENDOR:</b>  <b>BID BOND OF 5% REQUIRED FOR THIS BID</b>  _____ BID BOND ATTACHED \$ _____ CERTIFIED CHECK ATTACHED \$  <b>PERFORMANCE BOND WILL BE REQUIRED</b>  LOUISIANA CONTRACTORS LICENSE # _____ <b>RELEASE SOLICITATION -10/27/2014</b> <b>DEADLINE TO RECEIVE INQUIRIES - 11/11/2014</b> <b>DEADLINE TO ANSWER INQUIRES - 11/13/2014</b>	<b>THIS QUOTATION IS SUBMITTED BY</b>  Name of Vendor (Firm or Individual) _____  Signature _____  Name (Printed) _____  Telephone # _____  Fax # _____  Title _____  E-mail _____  Date Submitted _____
--	---

## ADVERTISEMENT FOR BIDS

Sealed bids will be received for the State of Louisiana by the Purchasing Department of The University of Louisiana Monroe, Coenen Hall 140, 700 University Avenue, Monroe, LA 71209-2250 until 2:00 P.M., November 20, 2014.

ANY PERSON REQUIRING SPECIAL ACCOMMODATIONS SHALL NOTIFY THE PURCHASING DEPARTMENT OF THE TYPE(S) OF ACCOMMODATION REQUIRED NOT LESS THAN SEVEN (7) DAYS BEFORE THE BID OPENING.

For: Construct New Water Ski Facility  
Bid Number: 50006-077

Complete Bidding Documents may be obtained from: The Purchasing Department, The University of Louisiana at Monroe, Monroe, Louisiana, 71209-2250, via fax request at 318 342 5218 or the State of Louisiana LaPac page: <http://wwwprdl1.doa.louisiana.gov/osp/lapac/pubmain.cfm> by using Bid No.50006-077.

All bids must be accompanied by bid security equal to five percent (5%) of the sum of the base bid and all alternates, and must be in the form of a certified check, cashier's check or Facility Planning and Control Bid Bond Form written by a surety company licensed to do business in Louisiana, signed by the surety's agency or attorney-in-fact. Surety must be listed on the current U.S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in the Bond, or must be a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the amount of the Bond may not exceed ten percent (10%) of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide. The Bid Bond shall be in favor of the State of Louisiana, Office of Facility Planning and Control, and shall be accompanied by appropriate power of attorney. No Bid Bond indicating an obligation of less than five percent (5%) by any method is acceptable.

The successful Bidder shall be required to furnish a Performance and Payment Bond written by a company licensed to do business in Louisiana, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U.S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A.M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A.M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact.

### **Each bidder shall visit the project site prior to submitting a bid.**

Bids shall be accepted from Contractors who are licensed under LA. R.S. 37:2150-2192 in the areas of General Contractor. Bidder is required to comply with provisions and requirements of LA. R.S. 38:2212(A)(1)(c). No bid may be withdrawn for a period of thirty (30) days after receipt of bids, except under the provisions of LA. R.S. 38:2214.

The Owner reserves the right to reject any and all bids for just cause. In accordance with La. R.S. 38:2212(A)(1)(b), the provisions and requirements of this Section, those stated in the advertisement for bids, and those required on the bid form shall not be considered as informalities and shall not be waived by any public entity.

STATE OF LOUISIANA  
THE UNIVERSITY OF LOUISIANA MONROE  
MONROE, LOUISIANA  
A Member of the University of Louisiana System

INVITATION TO BID  
FOR  
BID NO. 50006-077  
CONSTRUCT NEW WATER SKI FACILITY

ISSUING AGENCY: The University of Louisiana Monroe  
Purchasing Department  
700 University Avenue  
Monroe, LA 71209

PROCUREMENT MANAGER 2: Susie Clay  
Telephone: 318 342 5209  
REQUISITIONED BY: Jason Roubique  
Telephone: 318 342 5171

RELEASE DATE: Monday, October 27, 2014  
BID OPENING DATE: Thursday, November 20, 2014  
BID OPENING TIME: 2:00 p.m., Central Time  
BID OPENING LOCATION: The University of Louisiana Monroe  
Purchasing Department  
Coenen Hall 140  
700 University Avenue  
Monroe, Louisiana

NOTE: THIS SOLICITATION IS A SEALED BID AND MUST BE RETURNED BY MAIL OR DELIVERED IN PERSON.  
BID RESPONSE FORMS CANNOT BE FAXED AND ANY FAX RESPONSES SHALL BE REJECTED.

This ITB is available in electronic form at <http://wwwprdl.doa.louisiana.gov/osp/lapac/pubmain.cfm>. It is in printed form by submitting a written request to the Procurement Manager listed above. It is the Bidder's responsibility to check the Office of State Purchasing LaPAC website frequently for any possible addenda that may be issued. ULM is not responsible for a bidder's failure to download any addenda documents required to complete an Invitation to Bid.

Interested bidders may email a request for specifications and drawing.

Definitions:

A. As used in this Bid unless the context clearly indicates otherwise, the following terms shall mean:

1. "Alternate" means an item on the bid form that may either increase or decrease the quantity of work or change the type of work within the scope of the project, material, or equipment specified in the bidding documents, or both.
2. "Bidding documents" means the bid notice, plans and specifications, bid form, bidding instructions, addenda, special provisions, and all other written instruments prepared by or on behalf of a public entity for use by prospective bidders on a public contract.
3. (a) "Change order" means any contract modification that includes an alteration, deviation, addition, or omission as to a preexisting public work contract, which authorizes an adjustment in the contract price, contract time, or an addition, deletion, or revision of work.  
(b) "Change order outside the scope of the contract" means a change order which alters the nature of the thing to be constructed or which is not an integral part of the project objective.  
(c) "Change order within the scope of the contract" means a change order which does not alter the nature of the thing to be constructed and which is an integral part of the project objective.
4. "Contractor" means any person or other legal entity who enters into a public contract.
5. (a) "Emergency" means an unforeseen mischance bringing with it destruction or injury of life or property or the imminent threat of such destruction or injury or as the result of an order from any judicial body to take any immediate action which requires construction or repairs absent compliance with the formalities of this Part, where the mischance or court order will not admit of the delay incident to advertising as provided in this Part. In regard to a municipally owned public utility, an emergency shall be deemed to exist and the public entity may negotiate as provided by R.S. 38:2212(P) for the purchase of fuel for the generation of its electric power where the public entity has first advertised for bids as provided by this Part but has failed to receive more than one bid.  
(b) An "extreme public emergency" means a catastrophic event which causes the loss of ability to obtain a quorum of the members necessary to certify the emergency prior to making the expenditure to acquire materials or supplies or to make repairs necessary for the protection of life, property, or continued function of the public entity.
6. "Licensed design professional" means the architect, landscape architect, or engineer who shall have the primary responsibility for the total design services performed in connection with a public works project. Such professional shall be licensed as appropriate and shall be registered under the laws of the state of Louisiana.
7. (a) "Louisiana resident contractor", for the purposes of this Part, includes any person, partnership, association, corporation, or other legal entity and is defined as one that either:
  - (i) Is an individual who has been a resident of Louisiana for two years or more immediately prior to bidding on work,
  - (ii) Is any partnership, association, corporation, or other legal entity whose majority interest is owned by and controlled by residents of Louisiana, or
  - (iii) For two years prior to bidding has maintained a valid Louisiana contractor's license and has operated a permanent facility in the state of Louisiana and has not had a change in ownership or control throughout those two years.  
(b) For the purposes of Item (a)(ii) of this Paragraph, ownership percentages shall be determined on the basis of:
  - (i) In the case of corporations, all common and preferred stock, whether voting or nonvoting, and all bonds, debentures, warrants, or other instruments convertible into common or preferred stock.
  - (ii) In the case of partnerships, capital accounts together with any and all other capital advances, loans, bonds, debentures, whether or not convertible into capital accounts.
8. "Negotiate" means the process of making purchases and entering into contracts without formal advertising and public bidding with the intention of obtaining the best price and terms possible under the circumstances.
9. "Probable construction costs" means the estimate for the cost of the project as designed that is determined by the public entity or the designer.
10. "Public contract" or "contract" means any contract awarded by any public entity for the making of any public works or for the purchase of any materials or supplies.

11. "Public entity" means and includes the state of Louisiana, or any agency, board, commission, department, or public corporation of the state, created by the constitution or statute or pursuant thereto, or any political subdivision of the state, including but not limited to any political subdivision as defined in Article VI Section 44 of the Constitution of Louisiana, and any public housing authority, public school board, or any public officer whether or not an officer of a public corporation or political subdivision. "Public entity" shall not include a public body or officer where the particular transaction of the public body or officer is governed by the provisions of the model procurement code.
12. "Public work" means the erection, construction, alteration, improvement, or repair of any public facility or immovable property owned, used, or leased by a public entity.
13. "Written" or "in writing" means the product of any method of forming characters on paper, other materials, or viewable screen, which can be read, retrieved, and reproduced, including information that is electronically transmitted and stored.

B. Unless clearly indicated otherwise, compliance with this Part required of any public entity shall be done by the governing authority of such public entity if it has a governing authority.

**Combined Recommended Language for Invitations to Bid (ITB)  
Veteran-Owned and Service-Connected Disabled Veteran-Owned (Veteran Initiative) and  
Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Program**

This procurement has been designated as suitable for Louisiana certified small entrepreneurship participation.

The State of Louisiana Veteran and Hudson Initiatives small entrepreneurship programs are designed to provide additional opportunities for Louisiana-based small entrepreneurship (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) are businesses that have been certified by the Louisiana Department of Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp).

Bidders that are not eligible for certification are encouraged to use Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship where sub-contracting opportunities exist. To be responsive to this solicitation, the bidder shall be either a Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship or have put forth a good-faith effort to use certified Veteran-Owned or Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship as sub-contractors(s). By signing and submitting this bid, the bidder certifies compliance with this requirement.

For a good faith effort, written notification is the preferred method to inform Louisiana certified Veteran Initiative and Hudson Initiative small entrepreneurship of potential subcontracting opportunities. A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at [https://smallbiz.louisianaforward.com/index\\_2.asp](https://smallbiz.louisianaforward.com/index_2.asp). Additionally, a current list of Hudson Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and have opted to enroll in the State of Louisiana Procurement and Contract (LaPAC) Network, may be accessed from <http://wwwprd.doa.louisiana.gov/osp/lapac/Vendor/srchven.asp>. You may then determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.), and select "SmallE".

Copies of notification to at least three (or more) certified Veteran Initiative and Hudson Initiative small entrepreneurship will satisfy the notification requirements. Notification must be provided to the certified entrepreneurship by the bidder in writing no less than five working days prior to the date of bid opening. Notification must include the scope of work, location to review plans and specifications (if applicable), information about required qualifications and specifications, any bonding and insurance information and/or requirements (if applicable), and the name of a person to contact. If a certified Veteran-Owned or Service-Connected Disabled Veteran-Owned or Hudson Initiative small entrepreneurship was not selected, the bidder must certify and maintain written justification of the selection process. The state reserves the right to request confirmation of this information at any time.

In the event questions arise after an award is made relative to the bidder's good faith efforts, the bidder will be required to provide supporting documentation to demonstrate its good faith subcontracting plan was actually followed. If it is at any time determined that the contractor did not in fact perform its good faith subcontracting plan, the contract award or the existing contract may be terminated.

Contractors will be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each. (*Agencies should indicate their specific requirement, i.e. where to send information and when - with bid, after clear lien, etc.*)

The statutes (R.S. 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=671504>; and the statutes (R.S. 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed at <http://www.legis.state.la.us/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII.Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII.Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

The State requires competitive pricing, qualifications, and demonstrated competencies in the selection of contractors.

If you are a Certified Small Entrepreneur (Hudson Initiative), Veteran Owned Small Entrepreneurs, or Service-Connected Disabled Veteran-Owned (Veteran Initiative) vendor, please state your Certification Number below.

Certification No./date of certification.: \_\_\_\_\_

**LOUISIANA UNIFORM PUBLIC WORK BID FORM**

**TO:** The University of LA Monroe  
700 University Avenue  
Coenen Hall 140  
Monroe LA 71209-2250

**BID FOR:** Construct New Water Ski Facility  
Bid No. 50006-077

The undersigned bidder hereby declares and represents that she/he; a) has carefully examined and understands the Bidding Documents, b) has not received, relied on, or based his bid on any verbal instructions contrary to the Bidding Documents or any addenda, c) has personally inspected and is familiar with the project site, and hereby proposes to provide all labor, materials, tools, appliances and facilities as required to perform, in a workmanlike manner, all work and services for the construction and completion of the referenced project, all in strict accordance with the Bidding Documents prepared by: Space Planners Architects, Inc. and dated: December 2013

Bidders must acknowledge all addenda. The Bidder acknowledges receipt of the following **ADDENDA**:

No. \_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_ Dated: \_\_\_\_\_  
No. \_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_ Dated: \_\_\_\_\_ No. \_\_\_\_ Dated: \_\_\_\_\_

**TOTAL BASE BID:** For all work required by the Bidding Documents for the we bid the sum of:

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

**NAME BIDDER:** \_\_\_\_\_

**ADDRESS OF BIDDER:** \_\_\_\_\_  
\_\_\_\_\_

**LOUISIANA CONTRACTOR'S LICENSE NUMBER:** \_\_\_\_\_

**NAME OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**TITLE OF AUTHORIZED SIGNATORY OF BIDDER:** \_\_\_\_\_

**AUTHORIZED SIGNATURE OF BIDDER \*:** \_\_\_\_\_

**DATED:** \_\_\_\_\_

\* If someone other than a corporate officer signs for the Bidder/Contractor, a copy of a corporate resolution or other signature authorization shall be required for submission of bid. Failure to include a copy of the appropriate signature authorization, if required, may result in the rejection of the bid unless bidder has complied with La. R.S. 38:2212(A)(1)(c) or RS 38:2212(O) .

**BID SECURITY** in the form of a bid bond, certified check or cashier's check as prescribed by LA RS 38:2218.A is attached to and made a part of this bid. If a bid bond is provided it shall be on the attached form and only on the attached form.

**BID BOND  
FOR**

Date: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ of \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are held and firmly bound unto the \_\_\_\_\_ (Obligee), in the full and just sum of five (5%) percent of the total amount of this bid, including all alternates, lawful money of the United States, for payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally firmly by these presents.

Surety represents that it is listed on the current U. S. Department of the Treasury Financial Management Service list of approved bonding companies as approved for an amount equal to or greater than the amount for which it obligates itself in this instrument or that it is a Louisiana domiciled insurance company with at least an A - rating in the latest printing of the A. M. Best's Key Rating Guide. If surety qualifies by virtue of its Best's listing, the Bond amount may not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide.

Surety further represents that it is licensed to do business in the State of Louisiana and that this Bond is signed by surety's agent or attorney-in-fact. This Bid Bond is accompanied by appropriate power of attorney.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas said Principal is herewith submitting its proposal to the Obligee on a Contract for:

\_\_\_\_\_  
NOW, THEREFORE, if the said Contract be awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing and give a good and sufficient bond to secure the performance of the terms and conditions of the Contract with surety acceptable to the Obligee, then this obligation shall be void; otherwise this obligation shall become due and payable.

\_\_\_\_\_  
PRINCIPAL (BIDDER)

\_\_\_\_\_  
SURETY

BY: \_\_\_\_\_  
AUTHORIZED OFFICER-OWNER-PARTNER

BY: \_\_\_\_\_  
AGENT OR ATTORNEY-IN-FACT(SEAL)



### INDEMNIFICATION AGREEMENT

The \_\_\_\_\_ (Contractor) agrees to protect, defend, indemnify, save, and hold harmless the State of Louisiana, all State Departments, Agencies, Boards and Commissions, its officers, agents, servants and employees, including volunteers, from and against any and all claims, demands, expense and liability arising out of injury or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of \_\_\_\_\_ (Contractor), its agents, servants, and employees, or any and all costs, expense and/or attorney fees incurred by \_\_\_\_\_ (Contractor) as a result of any claim, demands, and/or causes of action except those claims, demands, and/or causes of action arising out of the negligence of the State of Louisiana, all State Departments, Agencies, Boards, Commissions, its agents, representatives, and/or employees. \_\_\_\_\_ (Contractor) agrees to investigate, handle, respond to, provide defense for and defend any such claims, demand, or suit at its sole expense and agrees to bear all other costs and expenses related thereto, even if it (claims, etc.) is groundless, false or fraudulent.

Accepted by \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date Accepted \_\_\_\_\_

Is Certificate of Insurance Attached? \_\_\_\_\_ Yes \_\_\_\_\_ No

Contract No. 50006-077

For The University of Louisiana at Monroe

Purpose of Contract: Construct New Water Ski Facility

LIQUIDATED DAMAGES:

The undersigned agrees that the Owner may retain the sum of Five hundred dollars(\$500) from the amount of the Compensation to be paid him for each day after the above stated completion date, Sundays and Holidays included, that the work remains incomplete. This amount is agreed upon as the proper measure of Liquidated Damages which the Owner will sustain per day by the failure of the undersigned to complete the work at the stipulated time and is not to be construed in any sense as a penalty.

If this proposal shall be accepted and the undersigned shall fail to execute the contract and furnish performance bond as herein provided, then the proposal guarantee shall become the property of the University; otherwise, the said proposal guaranty shall be returned to the undersigned.

Bidder certifies that he has visited the job site at The University of Louisiana at Monroe, and is fully aware of what is expected of the successful bidder (s).

\_\_\_\_\_  
Louisiana Contractor's License Number

\_\_\_\_\_  
Firm Name`

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone/Fax Numbers

\_\_\_\_\_  
Date

STATE OF LOUISIANA  
PARISH OF OUACHITA

NAME \_\_\_\_\_  
LOCATION \_\_\_\_\_

#### AFFIDAVIT

Before me, the undersigned authority, duly commissioned and qualified within and for the state and parish aforesaid, personally came and appeared \_\_\_\_\_ representing \_\_\_\_\_ who, being by me first duly sworn deposed and said that he has read this affidavit and does hereby agree under oath to comply with all provisions herein as follows:

#### PART I

Section 2220 of Part II of Chapter 10 to Title 38 of the Louisiana Revised Statutes of 1950 as amended.

(1) That affiant employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the affiant whose services in connection with the construction of the public building or project or in securing the public contract were in the regular course of their duties for affiant; and

(2) That no part of the contract price received by affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for affiant.

#### PART II

Section 2190 of Part I of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950 as amended.

The affiant, if he be an architect or engineer, or representative thereof, does not own a substantial financial interest, either directly or indirectly, in any corporation, firm, partnership, or other organization which supplied materials for the construction of a public building or project when the architect or engineer has performed architectural or engineering services, either directly or indirectly, in connection with the public building or project for which the materials are being supplied.

For the purpose of this Section, a "substantial financial interest" shall exclude any interest in stock being traded on the American Stock Exchange or the New York Stock Exchange.

That affiant, if subject to the provisions of this section, does hereby agree to be subject to the penalties involved for the violation of this section.

#### PART III

That affiant does hereby state that he has read and agrees to comply with and be subject to the provisions of Part V of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, being Sections 2290 through 2296 of Title 38 as amended.

Signature of Affiant: \_\_\_\_\_

SWORN TO AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 201\_\_\_\_.

Signature of Notary: \_\_\_\_\_

The University of Louisiana at Monroe  
Monroe, Louisiana

This Agreement, made and executed, on this \_\_\_\_ day of the month \_\_\_\_ in the year of our Lord, TWO THOUSAND and FOURTEEN, by and through \_\_\_\_\_, The University of Louisiana at Monroe, the Party of the First Part, and hereinafter designated as "University" and \_\_\_\_\_, Contractor, domiciled and doing business in \_\_\_\_\_, Party of the Second Part, and hereinafter designated as Contractor.

WITNESSETH, That, in consideration of the covenants and agreements herein contained to be performed by the parties hereto and of the payments hereinafter agreed to be made, it is mutually agreed as follows:

The Contractor shall and will provide and furnish all materials, equipment and labor and perform the work required to complete in a thorough and workmanlike manner, to the satisfaction of the University, project entitled Construct New Water Ski Facility, in strict accordance with the Plans and Specifications which are on file in the Purchasing Department at The University of Louisiana at Monroe. The bid on this project, numbered Bid 50006-077, was opened on \_\_\_\_\_, at 2:00 p.m. The plans and specifications and the Proposal Form are made a part hereof as fully as if set out herein and hereby become a part of this contract. Contract amount is \$ \_\_\_\_\_.

It is agreed and understood between the parties hereto that the Contractor agrees to accept and the University agrees to pay for the work at the price stipulated in said Proposal, such payment to be in lawful money of the United States, and the payment shall be made at the time and the manner set forth.

The State may terminate this Agreement at any time by giving thirty (30) days written notice to contractor of such termination or negotiating with the Contractor an effective date.

The State may terminate this agreement for cause based upon the failure of Contractor to comply with the terms and/or conditions of the Agreement provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct such failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Agreement shall terminate on the date specified in such notice.

The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this agreement, provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Any claim or controversy arising out of the agreement shall be resolved by the provisions of Louisiana Revised Statute 39:1673.

The State Legislative auditor, federal auditors and internal auditors of the State, or others so designated by the State, shall have the option to audit all accounts directly pertaining to the contract for a period of five (5) years after project acceptance or as required by applicable State and Federal Law. Records shall be made available during normal working hours for this purpose.

This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms. This Agreement shall become effective upon final statutory approval.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required by law. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

If any term or condition of this Agreement, or the application thereof, is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application; to this end the terms and conditions of this Agreement are severable.

Performance will begin with issuance of Notice to Proceed and Purchase Order.

The University of Louisiana at Monroe

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

### **ARTICLE 1**

#### **DEFINITIONS**

- 1.1 The Bidding Documents include the following:
  1. Advertisement for Bids.
  2. Instructions to Bidders.
  3. Bid Form
  4. Contract between Owner and Contractor.
  5. Performance and Payment Bond.
  6. Affidavit of Compliance with Act 38, 1965 Louisiana State Legislature.
  7. General Conditions of the Contract for Construction of Water Ski Facility
  8. Supplementary (and amended General) Conditions.
  9. Divisions of the Technical Specifications to be emailed to interested bidders. (clay@ulm.edu)
  10. Addenda issued during bid period. (by Owner and acknowledged in bid form)
- 1.2 Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, deletions, clarifications or corrections. Addenda will become part of the Contract Documents when the Contract is executed.

### **ARTICLE 2**

#### **BIDDER'S REPRESENTATION**

- 2.1 Each bidder by submitting a bid represents that s/he has read and understands the bidding documents.
- 2.2 Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.
- 2.3 Each bidder by submitting a bid understands they must be fully qualified under any state or local licensing law for Contractors in effect at the time and at the location of the project before submitting a bid. In the State of Louisiana; only the bids of contractors and sub-contractors duly licensed under Louisiana Revised Statute 37:2150, et. seq., will be considered, if applicable. The Contractor shall be responsible for ensuring all Sub-contractors or prospective Sub-contractors are duly licensed in accordance with the statute above.
- 2.4 Each bidder submitting a bid understands that ULM's Public Works Policy related to contractor licensure is that a contractor's license is required for any/all projects with an anticipated/bid cost greater than \$50,000

### **ARTICLE 3**

#### **BIDDING PROCEDURES**

- 3.1 Bids must be prepared on the forms provided by the Owner and submitted in accordance with the Instructions to Bidders.
- 3.2 A bid will be considered invalid if not deposited at the designated location prior to the time and date for receipt of bids indicated in the advertisement or invitation to bid, or prior to any extension thereof issued to the bidders.
- 3.3 Unless otherwise provided in any supplement to these Instructions to Bidders, no bidder shall modify, withdraw or cancel his bid or any part thereof for thirty days after the receipt of bids. However, written request (letter or telegram) for the withdrawal of a bid or any part thereof will be granted if the request is received prior to the specified time of opening. Formal bids, amendments thereto or request for withdrawal of bids or any part thereof received after time specified for bid opening will not be considered whether delayed in the mail or for any other cause whatsoever.

- 3.4 Bids are to be sealed and will be received until the time specified and at the place specified in the advertisement for bids. It shall be the specific responsibility of the Bidders to deliver sealed bids to The University of Louisiana at Monroe at the appointed place and prior to the announced time for the opening of bids. Late delivery of a bid for any reason including late delivery by the United States Mail shall disqualify the bid.
- 3.5 Prior to the receipt of bids, Addenda, if any, will be mailed or delivered (hard copy or email) to each person or firm recorded by the Owner as having received the bidding documents and will be available for inspection wherever the bidding documents are kept available for that purpose. Addenda issued after receipt of bids will be mailed or delivered only to the sealed bidder.
- 3.6 **Bids for Public Works will not be considered or accepted unless the bid is accompanied by bid security in an amount of not less than five percent (5%) of the sum of the Base Bid and any Alternates.** The bid security shall be in the form of a certified check drawn on a bank insured by the Federal Deposit Insurance Corporation, or a bid bond written by a surety company licensed to do business in Louisiana, accompanied by appropriate power of attorney and in favor of The University of Louisiana at Monroe.
- 3.7 All Bids and Sureties must be signed by a duly authorized person of the firm or corporation and be accompanied by legal evidence authorizing the signature as valid.
- 3.8 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations, corrections and changes.
- 3.9 If bidding other than as specified, an indication must be made on the bid form, stating manufacturer's name and model number(s) being submitted for bid. Detailed specifications, drawings, pictures, brochures, diagrams or any other literature or information necessary to determine the equality of the bid response must be included with the bid form.
- 3.10 Prior to the issuance of a purchase order the successful bidder must submit the following items to the Purchasing Department:
- a. Notarized affidavit
  - b. Contract
  - c. Insurance Certificate
  - d. Proof of filing of Performance and Payment Bond with Power of Attorney, if Public Works, and,
  - e. Resolution, if incorporated.

#### ARTICLE 4

##### EXAMINATION OF BIDDING DOCUMENTS

- 4.1 Each bidder shall examine the bidding documents carefully and, not later than seven days prior to the date for receipt of bids, shall make written request to the Owner for interpretation or correction of any ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Owner. Only a written interpretation or correction by Addendum shall be binding. No bidder shall rely upon any interpretation or correction given by any other method.

#### ARTICLE 5

##### SUBSTITUTIONS

- 5.1 Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.

##### MANUFACTURER'S NUMBERS OR TRADE NAMES:

- 5.2 Where a manufacturer's product is named or specified, it is understood that "or equal" shall apply, whether stated or not. Such name and number is meant to establish the standard of quality desired and does not restrict bidders to the specific brand, make, manufacturer, or specification named; and are set forth and convey to prospective bidders the general style, type, character, and quality of product desired; and that equal products will be acceptable. The University of Louisiana at Monroe shall be sole judge as to whether or not the material is equal to that specified.

## ARTICLE 6

### REJECTION OF BIDS

- 6.1 The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required bid security, or to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

## ARTICLE 7

### AWARDS

- 7.1 Awards may not be made to any person, firm, or company in default of any contract. Said person, firm, or company shall be considered non-responsible bidders and may be reinstated and awards made to them only after they have given evidence of good faith and have satisfactorily completed their obligations.

### PUBLICIZING AWARDS

- 7.2 Written notice of award shall be sent to the successful bidder. In procurement over \$25,000, each unsuccessful bidder shall be notified of the award provided that he/she submitted with his/her bid a self-addressed envelope requesting this information. Notice of award will be made a part of the procurement file.

### RIGHT TO PROTEST

- 7.3 Any person who is aggrieved in connection with the solicitation or award of a contract shall protest to the Director Purchasing. Protests with respect to a solicitation shall be submitted in writing at least two days prior to the opening of bids on all matters except housing of state agencies, their personnel, operations, equipment, or activities pursuant to R.S. 39:1643 for which such protest shall be submitted at least ten days prior to the opening of bids. Protests with respect to the award of a contract shall be submitted in writing within fourteen days after contract award.

### AUTHORITY TO RESOLVE PROTESTS:

- 7.4 Prior to the commencement of an action in court concerning any controversy, the Director of Purchasing or his designee shall have the authority, to resolve the protest of any aggrieved person concerning the solicitation or award of a contract. This authority shall be exercised in accordance with regulations.

## ARTICLE 8

### PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

- 8.1 Performance and Payment Bonds shall be required on Public Works projects with an expected cost greater than \$50,000. Performance and Payment Bonds, when required, shall be provided in an amount of 100% of the contract price. Performance and Payments Bonds shall be required by the successful bidder. Any surety bond required shall be written by a surety or insurance company currently on the U. S. Department of the Treasury Financial Management Service list of approved bonding companies which is published annually in the Federal Register. For any Public Works projects, no surety or insurance company shall write a bond which is in excess of the amount indicated as approved by the U. S. Department of the Treasury Financial Management Service list. The surety bond written for a Public Works project shall be written by a surety or insurance company that is currently licensed to do business in the State of Louisiana.
- 8.2 The bidder shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney indicating the monetary limit of such power.

### RECORDING OF BOND AND CONTRACT

- 8.3 The Contractor shall record the Contract and Performance Bond with the Clerk of Court in Ouachita Parish and provide the Purchasing Department with proof of filing.



## ARTICLE 9

### PAYMENT

- 9.1 Payment will be made by The University of Louisiana Monroe.
- 9.2 The contractor will be required to provide a Clear Lien Certificate from the Ouachita Parish Clerk of Court, a process that may take an average 45 days for final payment.

## ARTICLE 10

### TAXES

- 10.1 Applicable taxes are to be included in lump sum bid.

## ARTICLE 11

### GUARANTEE

- 11.1 The materials and labor under this contract, as described in the specifications, shall be guaranteed by the Contractor for a period of one year from date of its acceptance against defects of materials or workmanship. Any defects which develop during this period shall be properly repaired or replaced without cost to the Owner as soon as possible.

### ACCEPTANCE

- 11.2 The guarantee covering materials and labor under this contract will begin the date a Notice of Acceptance is issued to the Contractor by The University of Louisiana at Monroe.

## ARTICLE 12

### CHANGES IN THE WORK

- 12.1 A Change Order is a written order to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a Change in the Work or an adjustment in the Contract Sum or the Contract Time. The Contract Sum and the Contract Time may be changed only by Change Order. A Change Order signed by the Contractor indicates his agreement therewith, including the adjustment in the Contract Sum or the Contract Time. Any Change Order not signed by the Owner will be considered null and void.
- 12.2 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- 12.3 Any change order in excess of the contract limit as defined herein shall be let out for public bid. The term contract limit as used herein shall be equal to the sum of one hundred fifty thousand dollars per project, including labor, materials, and equipment as per the rates in the latest edition of the Associated Equipment Dealers Rental Rate Book and administrative overhead not to exceed fifteen percent, provided that beginning February 1, 2015, and annually on February first of each subsequent year, the office of facility planning and control within the division of administration shall adjust the "contract limit" by an amount not to exceed the annual percentage increase in the Consumer Price Index in the preceding year. The office of facility planning and control within the division of administration shall publish the new contract limit for public works contracts in the Louisiana Register in January of each year.

When the Change Order is negotiated it shall be fully documented and itemized as to cost, including material quantities, material costs, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract no deviation shall be allowed in computing negotiated change order cost.

## SUPPLEMENTARY CONDITIONS

### ARTICLE 1

#### CONTRACTOR

##### CONTRACTOR'S LICENSE

- 1.1 On any bid amounting to \$50,000 or more, the Contractor shall certify that s/he is licensed under Act 377 of the 1976 Louisiana Regular Legislative Session and show the contractor license number and the bid number on the front portion of the envelope; except projects financed, partially or wholly, with Federal Funds, provided that any successful Bidder before signing Contract thereon, files application for a license and pays the fee as provided in this Act and complies with all terms and provisions of this Act and with the rules and regulations of the Licensing Board.

##### CONTRACTOR'S AFFIDAVIT

- 1.2 In accordance with the Louisiana R.S. 38:2190 - 2220, if the Contract is awarded to the successful Bidder, the bidder shall, at the time of the signing of the Contract, execute the AFFIDAVIT included in the Contract Documents.

##### INTEREST

- 1.3 There shall be no payment of interest on money owed.

### ARTICLE 2

#### PAYMENTS AND COMPLETION

##### SUBSTANTIAL COMPLETION

- 2.1 The Owner will issue a NOTICE OF ACCEPTANCE for the Contractor to record with the Clerk of Court in Ouachita Parish.

##### FINAL COMPLETION AND FINAL PAYMENT

- 2.2 The Contract is to provide that the contractor is not to be paid more than ninety percent (90%) of the amount of the contract upon completion of the work. The Contractor shall record the NOTICE OF ACCEPTANCE with the Ouachita Parish Clerk of Court and shall furnish a CLEAR LIEN CERTIFICATE from the Clerk of Court within forty-five days after recordation of NOTICE OF ACCEPTANCE. At that time, the remaining ten percent (10%) will be paid.

##### LIQUIDATED DAMAGES

- 2.3 The Owner will suffer financial loss if the Project is not substantially complete on the date set forth in the CONTRACT DOCUMENTS. The Contractor (and/or Surety) shall be liable for and shall pay to the Owner Liquidated Damages for each calendar day of delay until the work is Substantially Complete.

The Completion Time stated in Consecutive Calendar Days and the Liquidated Damages stated in Dollars Per Day are listed in the PROPOSAL FORM

### ARTICLE 3

#### INSURANCE

**INSURANCE:** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. **The cost of such insurance shall be included in the Contractor's bid.**

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office form number GL 0002 (Ed. 1/73) covering Comprehensive General Liability and Insurance Services Office form number GL 0404 covering Broad Form Comprehensive General Liability; or Insurance Services Office Commercial General Liability coverage ("occurrence" form CG 0001). **"Claims Made" form is unacceptable. The "occurrence form" shall not have a "sunset clause."**
2. Insurance Services Office form number CA 0001 (Ed. 1/78) covering Automobile Liability and endorsement CA 0025 or CA 0001 12 90. The policy shall provide coverage for owned, hired, and non-owned coverage. If an automobile is to be utilized in the execution of this contract, and the vendor/contractor does not own a vehicle, then proof of hired and non-owned coverage is sufficient.
3. Workers' Compensation insurance as required by the Labor Code of the State of Louisiana, including Employers Liability insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
2. Automobile Liability: \$1,000,000 combined single limit per accident, for bodily injury and property damage.
3. Workers Compensation and Employers Liability: Workers' Compensation limits as required by the Labor Code of the State of Louisiana and Employers Liability coverage.

C. BUILDER'S RISK COVERAGE

A General Contractor shall purchase and maintain property insurance upon the entire work included in the contract for an amount equal to the greater of the full-completed value or the amount of the construction contract including any amendments thereto. The general contractor's policy shall provide "ALL RISK" Builder's Risk Insurance (extended to include the perils of wind, collapse, vandalism/malicious mischief, and theft, including theft of materials whether or not attached to any structure.) The "ALL RISK" Builder's Risk Insurance must also cover architects' and engineers' fees that may be necessary to provide plans and specifications and supervision of work for the repair and/or replacement of property damage caused by a covered peril not to exceed 10% of the cost of those repair and/or replacements.

Flood coverage shall be provided by the Contractor on the first floor and below for projects North of the Interstate Corridor beginning at the Texas-Louisiana border at Interstate 10 East to the Baton Rouge junction of Interstate 12, East to Slidell junction with Interstate 10 to Louisiana-Mississippi border. Flood sub-limit shall equal an amount no lower than ten percent (10%) of the total contract cost per occurrence. Coverage for roofing projects shall not require flood coverage.

On projects South of this corridor, flood coverage shall be provided by the State of Louisiana, as the owner, through the National Flood Insurance Program (NFIP). The Contractor will be liable for the \$5,000 deductible on the NFIP policy from the Notice to Proceed date through the Notice of Final Acceptance date of the project.

A specialty contractor shall purchase and maintain property insurance upon the system to be installed for an amount equal to the greater of the full-completed value or the amount of the contract including any amendments thereto. The specialty contractor may provide an installation floater with the same coverage as the "ALL RISK" Builder's Risk Insurance policy.

The policy must include the interest of the Owner, Contractor and Subcontractors as their interest may appear. The contractor has the right to purchase coverage or self-insure any exposures not required by the bid specifications, but shall be held liable for all losses, deductibles, self-insurance for coverages not required.

Policies insuring projects involving additions, alterations or repairs to existing buildings or structures must include and endorsement providing the following:

In the event of a disagreement regarding a loss covered by this policy which may also be covered by the State of Louisiana policy of self-insurance or any commercial property insurance policy purchased by the State of Louisiana, Office of Risk Management (ORM) covering in excess of the State of Louisiana, policy of self-insurance, this company agrees to follow the following procedure to establish coverage and/or the amount of loss:

Any party to a loss may make written demand for an appraisal of the matter in disagreement. Within 20 days of receipt of written demand, this company and either ORM or its commercial insurance company shall each select a competent and impartial appraiser and notify the other of the appraiser selected. The two appraisers will select a competent and impartial umpire. The appraisers will then identify the policy or policies under which the loss is insured and, if necessary, state separately the value of the property and the amount of the loss that must be borne by each policy. If the two appraisers fail to agree, they shall submit their differences to the umpire. A written decision by any two shall determine the policy or policies and the amount of the loss. Each insurance company (or ORM) agree that the decision of the appraisers and the umpire if involved, will be binding and final and that neither party will resort to litigation. Each of the two parties shall pay its chosen appraiser and bear the cost of the umpire equally.

D. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Agency. At the option of the Agency, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Agency, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

E. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverage

- a. The Agency, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "additional insured" as respects liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Agency, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an insured" automatically provides liability coverage in favor of The University of Louisiana at Monroe and State of Louisiana.
- b. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the Agency, its officers, officials, and employees, Boards and Commissions or volunteers.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Workers' Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Agency, its officers, officials, employees and volunteers for losses arising from work performed by the Contractor for the Agency.

3. All Coverage

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Agency.

F. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of **“A- VI or higher”**. This requirement will be waived for workers' compensation coverage only for those contractors whose workers' compensation coverage is placed with companies who participate in the State of Louisiana Workers' Compensation Assigned Risk Pool or the Louisiana Workers' Compensation Corporation.

G. VERIFICATION OF COVERAGE

Contractor shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by The University of Louisiana at Monroe before work commences. The University of Louisiana at Monroe reserves the right to require complete, certified copies of all required insurance policies, at any time.

H. SUBCONTRACTORS

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE 4

QUALITY

STANDARD OF QUALITY

- 1.1 Where catalog numbers and/or manufacturer's names are referred to in the specifications, they are used for the purpose of conveying to the prospective bidders the type and design of equipment, or supplies desired; but it shall be understood that bidders may submit on other makes in lieu of that mentioned, providing such other item is similar in design and equal in quality. It is not expected that the items of all manufacturers shall conform exactly to every detail and dimension mentioned in the specifications; but the essential features of the items mentioned shall be provided in the items to be furnished.

## DIVISION 1 - GENERAL REQUIREMENTS

A. General Scope of Work \_ Construct New Water Ski Facility at ULM campus.

B. LAWS, RULES AND REGULATIONS

1. Contractor shall comply with all applicable federal, state, local and University laws, ordinances, rules and regulations and shall: furnish and pay for all required permits, licenses and bonds; pay all charges and fees, and give all notices necessary and incidental to the due and lawful work required under this project.

C. ALTERNATES

1. No alternates only Base Bid

D. SITE INSPECTIONS AND PROJECT MEETINGS

1. Site Inspections

Each bidder by making a bid represents that s/he has visited the site and familiarized themselves with the local conditions under which the work is to be performed.

2. Pre-Work Conference

Prior to the Contractor beginning any work on this project, the University will conduct a Pre-Work Conference to review and approve the Contractor's work schedule and inform the Contractor of any special conditions, controls and regulations that apply to the project.

E. TEMPORARY FACILITIES AND CONTROLS

1. Safety Conditions

The Contractor shall post adequate warning signs and maintain safety lights as required to warn persons of hazardous conditions.

2. Security

The Contractor shall be responsible for security of his equipment, materials, etc., at the project site for the duration of the contract.

F. MATERIAL AND EQUIPMENT

1. Transportation and Handling

The Contractor shall provide for all transportation and handling required for the work on this project.

2. Storage and Protection

The Contractor shall be responsible for storage and protection of equipment and materials. The Contractor shall Protect all property of the Owner, and shall repair same, if damaged.

University of Louisiana at Monroe (ULM)  
Bid Specifications for New Water Ski Facility

1. ULM seeks bids from qualified, Louisiana licensed contractors to construct a new water ski facility to be located on the main campus of the University. Please include your contractor's license number with your bid.
2. All work in this contract shall be completed in strict accordance with the plans and specifications prepared by the Architect hired by the University. Their contact information is:

Robbie Meredith

[robbie@spaceplannersarchitects.com](mailto:robbie@spaceplannersarchitects.com)



Contact [clay@ulm.edu](mailto:clay@ulm.edu) for a copy of plans and specifications.

3. SITE VISIT REQUIRED

The contractor shall be required to visit the project site prior to submitting a bid for the project. Contractor shall field verify all existing conditions. Contractor shall field verify all dimensions and measurements. Contractors may contact Jason Roubique, ULM Director of Facilities Management and EHS to arrange a site visit. Mr. Roubique may be reached by telephone at 318-342-5171 or by e-mail at [roubique@ulm.edu](mailto:roubique@ulm.edu).

4. SCHEDULE OF THE WORK

The contractor shall complete all work within 240 calendar days from the date a notice to proceed is issued by the University. The contractor shall be required to schedule and coordinate all work to avoid any interruption of normal University activities. The University will not change the schedule of any University event or normal operation to accommodate the contractor. Contractors should plan on having to complete portions of the work on nights, weekends, and semester breaks to ensure that the normal University schedule is not interrupted. Contractors shall not interrupt normal noise levels or otherwise create any disturbance.

5. LIQUIDATED DAMAGES

The University will assess liquidated damages to the contractor for failure to comply with the schedule of the work. Contractor shall complete all work within 240 calendar days from the date a notice to proceed is issued by the University. Liquidated damages shall be assessed at the rate of \$500 per day for each additional day required to fully complete the scope of work.

6. AREA OF WORK – Safety and Protection

The contractor shall post warning signs and barriers as necessary to ensure that students, faculty, staff, and the general public avoid the work area. The contractor may store materials on site provided the materials are stored in a location and manner that does not interfere with the University and does not damage existing facilities (grounds, grass, sidewalks, etc.)

7. DAMAGES TO FACILITIES

Contractor shall be responsible for all damage to the existing site and facilities that is caused by this project. The contractor shall carefully document existing site conditions and existing damages prior to commencing work. The contractor shall repair all damage to its original, undamaged condition prior to completing this project. If the contractor damages areas of the lawn / grass, the University will require the contractor to repair these areas by installing new sod. The new sod shall be in accordance with University landscaping requirements and shall be purchased from a certified sod farm and professionally installed.

## 8. VERIFY ALL EXISTING CONDITIONS, MEASUREMENTS AND QUANTITIES

Contractor shall be responsible for verifying all existing conditions and all dimensions / measurements. This information when provided in the bid documents is for general informational purposes only. The contractor shall field verify all necessary conditions and dimensions prior to submitting a bid.

## 9. COMPLIANCE AND SAFETY REQUIREMENTS

Contractor shall be required to adhere to all University safety and health policies. Contractor shall fully comply with all applicable laws, rules, regulations, permits, etc. This includes but is not limited to the following: the contractor must use an OSHA approved lockout / tagout program that meets or exceeds the University's policy, the contractor shall properly label all chemical containers used during the project, the contractor shall have a material safety data sheet (MSDS) for each product used during the project, etc. All employees shall wear fall protection equipment as required when working at elevated levels. All employees will not be allowed to use tobacco products on the project site. Contractor, subcontractors, material suppliers and all employees must be properly trained and fully comply with occupational safety and health regulations. Any accidents, incidents, near misses, etc. will be reported to the University project coordinator immediately and the University may investigate these events. The University reserves the right to require the contractor to remove any employee from the project if the employee is observed violating safety rules, regulations, policies, etc.

## 10. PROFESSIONAL CONDUCT

The contractor, sub-contractors, material suppliers, and all workers associated with the project shall conduct themselves in a professional manner at all times. All employees shall wear identification that clearly identifies them as a contract employee. This could be a uniform shirt or name badge. Shirts shall be neatly tucked into trousers. Contractors shall not be allowed to wear sleeveless shirts, tank tops, etc. No profanity will be allowed for any reason. The University reserves the right to require the contractor to remove any employee from the job immediately for failure to comply with these requirements and / or for failure to comply with University policies / procedures, and all other applicable laws, rules, and requirements.

## 11. SUPERVISION OF THE PROJECT

The contractor shall provide a fully qualified construction superintendent / supervisor to organize, coordinate, and supervise all work, material deliveries, etc. The superintendent / supervisor can complete a portion of the work but shall be responsible for all subcontractors, material suppliers, etc. The superintendent / supervisor shall be present at all times when work is being completed on the project.

## 12. USE OF UNIVERSITY FACILITIES

The contractor, sub-contractors, material suppliers, and all workers associated with the project shall not use University facilities such as restrooms, break rooms, vending machines, etc. The contractor shall supply a portable restroom for their employees to use.

## 13. USE OF TOBACCO PRODUCTS

Tobacco use will only be allowed in personal vehicles. See ULM's tobacco free policy for detailed information at <http://www.ulm.edu/tobacco>

## 14. WARRANTY

The contractor shall fully warranty all work completed for a full year from the date of acceptance by the owner. Contractor shall respond on site to the University within forty eight (48) hours of receiving a phone or email notification of a warranty issue from the University. All warranty repairs and service shall be completed at no charge to the University. This warranty is in addition to any manufacturer warranties that may be applicable to this project.

## 15. DISPOSAL

Contractor shall dispose of all construction debris, trash, and other materials in compliance with all applicable laws, rules, regulations, permits, etc. Contractor must supply their own dumpster for the project and the dumpster shall be regularly emptied to prevent trash and debris from blowing out or escaping the dumpster.